

EXHIBIT H

From: Tony Etnyre
Sent: Wednesday, May 15, 2019 4:32 AM EDT
To: Frank Oudheusden
CC: Chris Needham; Mitch Bowman
Subject: RE: FCX IP License Agreement
Attachments: FCX Solar - FTC Patent License (Executed FTC Solar 13 May 2019).pdf

Frank and Chris,

Please find executed agreement with no changes to document.

Look forward to working with you both.

Tony

From: Frank Oudheusden <frank.oudheusden@fcxsolar.com>
Sent: Tuesday, May 14, 2019 8:39 AM
To: Tony Etnyre <aetnyre@ftcsolar.com>
Cc: Chris Needham <chris.needham@fcxsolar.com>; Mitch Bowman <mbowman@ftcsolar.com>
Subject: Re: FCX IP License Agreement

Hey Tony,

It's been three weeks since we sent over the latest revision of the contract (4.22.2019) (re-attached).

I personally share your previous sentiment of my eyes being done with reviewing it. Chris and I would like to get to work on Voyager improvements, all four of the amendments have been made to your request. I see no further open actions so in effect I think we agree? Are we waiting on some unknown approval gateway to get going? We'd like some clarity.

If you have any questions, please feel free to call. I'm available anytime today. 914-262-5818

Thanks,

-Frank Oudheusden-
frank.oudheusden@fcxsolar.com
914-262-5818 (mobile)



On Thu, May 2, 2019 at 9:10 AM Tony Etnyre <aetnyre@ftcsolar.com> wrote:

Chris,

Apologies for the delay. Was in Vietnam last week and traveling first half of this week. I will complete review no later than this weekend.

Tony

From: Chris Needham <chris.needham@fcxsolar.com>
Sent: Monday, April 29, 2019 7:55 AM
To: Tony Etnyre <aetnyre@ftcsolar.com>
Cc: Frank Oudheusden <frank.oudheusden@fcxsolar.com>; Mitch Bowman <mbowman@ftcsolar.com>
Subject: Re: FCX IP License Agreement

Hi Tony and Mitch,

Did this revision satisfy your remaining concerns? There's a number of improvements we'd like to get started on with the engineering team that have some decent lead times and we'd like to get to work on them ASAP.

Thank you,

Chris

On Tue, Apr 23, 2019 at 9:22 AM Chris Needham <chris.needham@fcxsolar.com> wrote:

Hi Tony and Mitch,

Please see the attached license agreement. I believe we've addressed the 4 remaining items, but are happy to discuss over a call.

Thank you,

Chris

On Fri, Apr 19, 2019 at 10:25 AM Tony Etnyre <aetnyre@ftcsolar.com> wrote:

It took me two passes as my eyes started bleeding... look forward to closing.

Tony Etnyre
512.560.7993

On Apr 19, 2019, at 10:26 AM, Frank Oudheusden <frank.oudheusden@fcxsolar.com> wrote:

Hey Tony & Mitch,

Thanks for sending this back so quickly. Chris is out today on a personal day. I've sent over your comments to our lawyer, we should have something back to you to today. I don't think they're will be any issues with those items as you've laid them out.

I wasn't on last weeks call (apologies) but your interpretation of the milestones payments is what I had in my mind so I believe we're aligned.

On the last item 9.3, the definition of "Solar Tracker" would exclude any AP90 sales as AP90 doesn't incorporate the "Product" (IE: IP) as I understand it, I've asked our lawyer to confirm that but that may just be a legal / laymen wording thing but I think we're in the clear.

Thanks,

-Frank Oudheusden-

frank.oudheusden@fcxsolar.com

914-262-5818 (mobile)



On Fri, Apr 19, 2019 at 12:43 AM Tony Etnyre <aetnyre@ftcsolar.com> wrote:

Chris & Frank,

Please find attached responses to the redline .pdf doc. Of all the updates, really only need to discuss three. Each update has an accept comment or a clarification in the attached. Summarizing below:

1.10. Doc changed payment to trigger on "first consideration" meaning down payment. We need to use down payment funds to initiate mfg. Need to pay out of margin, which comes at final payment for project. Typically N30 final delivery acceptance

3.1. I think we're good here on trigger for milestone payments, just want to make sure we are clear – this matches conversation last week.

7.2. Removed all FCX obligations... just looking for equal protection / requirements in this clause

9.3. Should say Voyager tracker as we have AP90 sales not covered.

Happy to talk it over.

Tony

From: Chris Needham <chris.needham@fcxsolar.com>

Sent: Tuesday, April 16, 2019 12:49 PM

To: Tony Etnyre <aetnyre@ftcsolar.com>
Cc: Mitch Bowman <mbowman@ftcsolar.com>; Frank Oudheusden
<frank.oudheusden@fcxsolar.com>
Subject: Re: FCX IP License Agreement

Hi Tony and Mitch,

Attached are our latest revisions from our lawyers.

There are many small changes to try to balance between the spirit of what FTC / FCX has discussed and with some of the legal language from the attorney's. We believe we have captured it fairly.

Our attorney believes you should now have full rights to sub-contract manufacturer internationally as well as some of the other provisions you expressed interest in during our last call. Please let us know if those items aren't clearly addressed.

We have included one new change to eliminate the non-exclusive license language completely. We don't believe the mechanism works the way we collectively intended. FCX really isn't interested in holding multiple non-exclusive licenses and FTC would want exclusivity guaranteed (and has it guaranteed under this agreement) as long as minimum annual fees are paid. Triggering non-exclusivity only brings hurts feelings and ultimately a relationship that one side would (more than likely) would not want to be apart of, we think that should be avoided. Happy to discuss over a call.

Assuming the prior point can be addressed between us, we think another round of lawyer revisions would be more costly than it needs to be. We're really in the legal weeds and our attorney thinks it best for any more clarifying language to be settled lawyer-to-lawyer to avoid long-lead times and cost. We agree.

Thank you,

Chris

On Mon, Apr 8, 2019 at 8:21 PM Tony Etnyre <aetnyre@ftcsolar.com> wrote:

Chris/Frank,

Two documents attached one with all tracked changes and comments and one with changes accepted for easier reading.

Commercially, believe we are in step --- one change made was a reduction of the first 100MW "royalty free" sales – accounted for with milestone payments – to 66MW. This was to clarify the language around what was or wasn't tied to effective date. [REDACTED] so decrementing from 100 to 66 seemed the cleanest way to deal with the legal back and forth on language. Keeps FCX whole. There is an additional term clarification stating we pay royalty when we receive payment from customer vs. when order is accepted.

Legally, there are a few things we ask to provide protections for us around cure periods and terms for payment where our legal counsel felt there was too great of risk (ie, zero days late = contract termination moved to 30 days) and some places where our legal team recommended some protections for us around the patents. Please review and look forward to closing with you in the morning.

In the interest of transparency, I've left all the comments live so you could review.

Tony

From: Chris Needham <chris.needham@fcxsolar.com>
Sent: Wednesday, April 3, 2019 8:37 PM
To: Tony Etnyre <aetnyre@ftcsolar.com>
Cc: Mitch Bowman <mbowman@ftcsolar.com>; Frank Oudheusden <frank.oudheusden@fcxsolar.com>
Subject: Re: FCX IP License Agreement

Hi Tony,

Thank you for the update. We're happy there weren't any major issues.

Your timing is convenient here. We just got the consulting agreement back from our lawyer. We pulled the "IP strategy" document into this agreement.

If this agreement looks good to you, I'll book my trip to SF for next week.

Thank you,

Chris

On Wed, Apr 3, 2019 at 6:45 PM Tony Etnyre <aetnyre@ftcsolar.com> wrote:

Just a quick update – Mitch, Aaron and I met with Legal team yesterday – no major issues. In work with them and we will get back to you as quickly as we can.

Tony

From: Tony Etnyre
Sent: Monday, April 1, 2019 10:38 AM
To: Chris Needham <chris.needham@fcxsolar.com>; Mitch Bowman <mbowman@ftcsolar.com>
Cc: Frank Oudheusden <frank.oudheusden@fcxsolar.com>
Subject: RE: FCX IP License Agreement

Thanks, Chris --- the document is with our legal team for review.

Tony

From: Chris Needham <chris.needham@fcxsolar.com>
Sent: Saturday, March 30, 2019 3:26 PM
To: Tony Etnyre <aetnyre@ftcsolar.com>; Mitch Bowman <mbowman@ftcsolar.com>
Cc: Frank Oudheusden <frank.oudheusden@fcxsolar.com>
Subject: FCX IP License Agreement

Hello Tony and Mitch,

Please see attached for the damper license agreement draft. We have tried our best to keep to the spirit of our discussion as the term sheet was translated into legalese.

There is one oversight in here that we just noticed and we wanted to get this to you now, rather than wait for another revision round with our lawyer. The issue is that the payments outlined in sections 3.1 (a-c) were intended to be "pre-payments" on the license and I don't read this agreement to capture that. Effectively, this should have resulted in the first 100 MW of tracker sales being license free. Please have your legal team make that update as well as any other change requests.

Please confirm receipt.

Thank you,

Chris

chris.needham@fcxsolar.com
[412-274-0541](tel:412-274-0541)



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Thank you,

Chris

chris.needham@fcxsolar.com
[412-274-0541](tel:412-274-0541)



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